

CURE OBJECTION DEADLINE: February 11, 2019 at 4:00 p.m.

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	}	Chapter 11
SEARS HOLDING CORPORATION, INC., <i>et al.</i> ,		Case No. 18-23538 (RDD)
Debtors.		(Jointly Administered)

**RENEWED OBJECTION AND RESERVATION OF RIGHTS OF ASPEN
REFRIGERANTS, INC. TO DEBTORS' SECOND SUPPLEMENTAL NOTICE OF
CURE COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

ASPEN Refrigerants, Inc. ("ASPEN"), by its undersigned counsel, Weltman & Moskowitz, LLP, respectfully submits this Renewed Objection to Cure Amount and Reservation of Rights¹ and states as follow:

BACKGROUND

1. On January 25, 2019, ASPEN filed its Objection (ECF doc. no. 1919) to Debtors' Notice of Cure Costs and Reservation of Rights ("Objection"), with respect to the *Notice of Cure Costs and Potential Assumption of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* (ECF doc. no. 1731) ("Cure Notice"), filed by Sears Holdings Management Corporation ("Debtor").

2. In the Objection, ASPEN objected to the cure amount stated in the Cure Notice and reserved its right to amend the Actual Cure Amount up until the time the contract is assigned to the Buyer.

¹ Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Objection.

3. On or about January 31, 2019, Debtor served its *Second Supplemental Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transactions* (ECF doc. no. 2314) (“Second Supplemental Notice”).

RENEWED OBJECTION

4. Exhibit B to the Second Supplemental Notice – on lines 30 and 31 thereto – includes the ASPEN contracts subject to potential assumption and assignment by Debtor in connection with the sale transaction, each with no stated cure amount.

5. ASPEN’s Objection, filed on January 25, 2019, applies equally to the Second Supplemental Notice. Specifically, ASPEN objects to the cure amount stated in the Second Supplemental Notice. The Actual Cure Amount with respect to the Contracts is **\$373,374.30**. In addition, ASPEN continues to reserve its right to object to Debtor’s assumption of the Contracts unless the Actual Cure Amount, and any additional charges incurred after the date of the Objection, are paid in full.

Dated: New York, New York
February 5, 2019

WELTMAN & MOSKOWITZ, LLP
Attorneys for Aspen Refrigerants, Inc.

By: /s/ Michael L. Moskowitz
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CERTIFICATE OF SERVICE

I, Michael L. Moskowitz, hereby certify under the penalty of perjury that on February 5, 2019, I caused a copy of this Renewed Objection to Cure Amount and Reservation of Rights to be electronically filed with the Clerk of Court using the CM/ECF System and to be served via this system on all parties who have consented to electronic service.

Dated: New York, New York
February 5, 2019

/s/ Michael L. Moskowitz
MICHAEL L. MOSKOWITZ